A. OVERVIEW: "Company" means Complete Appliance Protection, Inc. (Complete Protection, Inc. in Iowa), 1532 NE 96th Street, Suite A, Liberty, MO 64068, the administrator of the Complete Protection Home Warranty. "You or Your" means the recipient of this Plan.

B. TERM OF PLAN: This Plan runs month-to-month. There is a 30-day waiting period before You are eligible to receive repairs under this Plan, beginning on the date of enrollment. If You receive this Plan through a real estate transaction and a 12-month payment is made, the 30-day wait is waived and protection begins on the date of closing, pending receipt of payment. You or the Company may cancel this Plan at any time. The Company must notify You 30 days in advance prior to raising prices or changing the terms and conditions of this Plan. If You cancel the plan, You may request a prorated refund, less any claims during the protection period and an administrative fee of \$25.

C. PROTECTION SUMMARY:

- 1. This Plan is limited to one unit per protected system or appliance (unless additional options are purchased and specifically noted on Your agreement).
- 2. This Plan protects only those items specifically listed on Your agreement and excludes all others.
- 3. If the protected property has more than one heating/cooling system the Plan will protect the unit that heats/cools the kitchen by default.
- 4. Items must be properly installed and in normal working order on the effective date of Your agreement.
- 5. The Company will provide repair service on Your protected items to restore them to standard operating condition as a result of normal usage and electrical or mechanical component failure.
- 6. Any part necessary for the normal operation and is contained within the sheet metal skin of the unit is protected by this Plan.
- 7. All protection is limited to those items within the home's foundation, except for pipe leaks (as described in Section E1) and any optional items (pool, septic and well systems) selected that are no deeper than 10 feet below grade.
- 8. You are allowed one Preventive Maintenance check on your HVAC system once every other year (not available under Essential Plan).
- 9. Repairs will not be authorized, nor reimbursements issued if Your account is past due, expired, or canceled.
- 10. This Plan becomes effective only after all other manufacturer, builder, distributor, or extended warranties are exhausted.
- 11. In the event the Company determines, in its sole discretion, that it is unable to repair a protected system or appliance, the Company is entitled to satisfy its obligations hereunder by providing the amounts per the schedule in Section G towards the replacement and installation of the new protected system or appliance.
- 12. If the Company has paid towards the repair or replacement of a protected system or appliance, that item cannot be removed from Your plan.

D. THIS AGREEMENT DOES NOT PROTECT:

1. Repairs or replacement required as a result of fire, freeze, flood, or other acts of God; accidents; vandalism; neglect; misuse; abuse; missing parts; cosmetic defects; design flaws;

- manufacturer defect; power failure, shortage, surge, or overload; inadequate capacity; mismatched systems; damages due to pests or pets; or fraud/abuse of this Plan.
- 2. Any malfunction, defect, or improper condition present prior to the effective date of this agreement and is detectable through a visual inspection or simple mechanical test. A simple mechanical test is defined as turning the item on and off to ensure that it is fully operational. While turned on, the item should operate as intended, without causing damage, irregular sounds, smoke, or other abnormal outcomes.
- 3. Known pre-existing conditions. The Company reserves the right to request a copy of your home inspection report, where applicable.
- 4. Consequential or secondary damage, including consequential damages due to a service contractor's conventional repair efforts of the primary item.
- 5. Commercial properties and/or residential properties being used for commercial purposes.
- 6. Systems or appliances classified by the manufacturer as commercial and/or commercial equipment modified for domestic use.
- 7. Closing access to protected items or the restoration of landscaping, wall coverings, flooring, countertops, or any other structural or cosmetic component.
- 8. Removal of defective systems and appliances.
- 9. Cost of construction, carpentry, or other modifications made necessary by a protected repair or replacement.
- 10. Normal or routine maintenance (outside of the HVAC Preventive Maintenance as described in Section C8). You are responsible for performing normal and routine maintenance and cleaning pursuant to the manufacturer's specifications, including changing HVAC and refrigerator filters.

E. SYSTEM-SPECIFIC LIMITATIONS 1. PLUMBING SYSTEM PIPE LEAKS:

Protected: Internal and external pipe leaks that occur due to normal usage including water, gas, and drain lines that service the main home.

DRAIN LINE STOPPAGES:

Protected: Clearing of drain line stoppages through an accessible access cleanout, up to 100 feet from access point.

FAUCETS & SHOWER HEADS:

Protected: Faucets; shower arms and shower heads; pressure regulators; valves for shower, tub, and diverter valves; ball valves; gate valves.

TOILETS:

Protected: Toilets and related mechanisms; toilet wax ring seals. **PLUMBING SYSTEM EXCLUSIONS:** Hose bibs; any plumbing dedicated to separate systems such as a boilers, sprinkler systems, or pool piping; downspout; landscape drain lines; damage or stoppages caused by collapsed, damaged, or broken drain, vent, or sewer lines outside the home's main foundation; damage or stoppages caused by roots; stoppages that cannot be cleared with a standard 100-foot sewer cable even if within the home's main foundation; hydro jetting; cameras; flow restrictions in fresh water lines; bathtubs; whirlpool tubs and related components; sinks; showers; shower enclosures and base pans; toilet lids and seats; caulking; grouting; water filtration/purification system; septic, holding, or storage tanks (unless additional options are purchased); cost to locate, access,

or install cleanouts; polybutylene piping; leak detection tests; water softeners; sump pumps; inadequate or excessive water pressure; sewage ejector pump.

2. ELECTRICAL SYSTEM ELECTRICAL WIRING:

Protected: Internal wiring; junction boxes; conduit.

MAIN PANEL:

Protected: Main panel; circuit breakers.

OUTLETS & SWITCHES: Protected: Outlets: switches: fuses.

LIGHT FIXTURES:

Protected: Mounted light fixtures and ballasts.

CEILING & EXHAUST FANS:

Protected: Mounted ceiling fans and bathroom exhaust fans. **ELECTRICAL SYSTEM EXCLUSIONS:** Wireless remotes; telephone wiring; heat lamps; intercoms; alarms and related wiring; electronic or computerized energy management or lighting and appliance management systems; security systems; doorbell and related wiring; chimes; smoke detectors.

F. TO REQUEST SERVICE:

- 1. Service can be initiated by phone at **800-978-2022** or online at <u>www.completehomewarranty.com</u>, 24 hours a day, 7 days a week.
- 2. You will be provided with a unique authorization number for each appliance or system, each time work is needed. Under normal circumstances, the company will initiate the performance of services within 48 hours after the service is requested.
- 3. It is Your responsibility to provide access and clear non-related items away from the area that requires service.
- 4. Weather conditions and workload will govern servicer response time. Overtime/holiday rates will not be paid, only straight time unless the Company deems it a valid emergency. The Company has the sole discretion in determining what constitutes a valid emergency.
- 5. You may utilize a service company of Your own choosing, or the Company may provide You with a referral, if available.
- 6. When utilizing a technician of Your choosing, You must call **800-978-2022** to obtain Override Authorization for total repair costs prior to having any repairs completed. Your service company will need to provide an itemized repair estimate, including the breakdown of parts and labor, as well as a specific cause for the failure.
- 7. The Company will not pay for services procured by You without prior authorization by the Company.
- 8. To request reimbursement for approved repairs or replacements, please email your receipt/invoice to claims@completehomewarranty.com or fax to 816-792-2009. All documentation for approved repairs or replacements must be submitted within 30 days of expiration/cancellation.

G. PROTECTION LIMITS

In the event the Company determines, in its sole discretion, that it is unable to repair a protected system or appliance, the Company is entitled to satisfy its obligations hereunder by providing the following amounts towards the replacement and installation of the new protected system or appliance: \$100 for Garage Door Opener, Garbage Disposal, Faucets, Showerheads, Toilets, Light Fixtures, Ceiling and Exhaust Fans; \$150 for Microwave, Thermostat; \$300 for Deep Freeze, Dishwasher, Range/Oven/Cooktop, Dryer, Ice Machine, Trash Compactor, Washer, Water Heater, Wine Cooler; \$350 for Septic Pump, Well Pump, Well Tank; \$500 for AC Evaporator Coil, Furnace/Air Handler, Refrigerator, Pool Pump, Pool Heater; \$700 for AC Outside Condensing Unit, Boiler; \$950 for Packaged Unit. Kitchen and laundry appliances protected under the High-End Option will receive double reimbursement. Plumbing, Electrical, Septic, and Well claims are subject to a rolling aggregate maximum for a twelve-month period as illustrated in the table below.

	Repair	Replacement	Aggregate
PLUMBING			
Garbage Disposal	No Limit	\$100	
Water Heater	No Limit	\$300	
Plumbing Pipe Leaks	\$1,000	\$1,000	\$1,000
Drain Line Stoppages	\$1,000	\$1,000	
Faucets & Shower Heads	No Limit	\$100	
Toilets	No Limit	\$100	
ELECTRICAL			
Electrical Wiring	\$1,000	\$1,000	\$1,000
Main Panel	\$1,000	\$1,000	
Outlets & Switches	\$1,000	\$1,000	
Light Fixtures	No Limit	\$100	
Ceiling & Exhaust Fans	No Limit	\$100	
SEPTIC			
Septic Pump	No Limit	\$350	\$1,000
Septic Tank & Lateral Lines	\$1,000	\$1,000	
WELL			
Well Pump	No Limit	\$350	\$1,000
Well Tank	No Limit	\$350	